



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to execute a contract with the San Joaquin County Sheriff's Office for the Alternative Work Program for general maintenance within the City parks and recreation facilities (PR)

MEETING DATE: July 6, 2005

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute a contract with the San Joaquin County Sheriff's Office for the Alternative Work Program for general maintenance within the City parks and recreation facilities for the period September 1, 2005 through June 30, 2006.

BACKGROUND INFORMATION: It is the policy of the San Joaquin County Sheriff's Department to provide an inmate program for work release. The objective of the work program's unit is to provide a more productive approach to physical incarceration of low risk offenders, while at the same time providing benefits to the community, which may not have been provided, except for these programs. Release programs allow eligible low risk offenders the opportunity to continue their employment or education. The programs can also help prepare the participant for re-entry into the community as a productive citizen.

The City of Lodi currently participates in two work programs. The local court has the option of assigning Community Service hours to individuals that come before them. The Park Division has had a long-standing relationship with the local judges as a work site for Community Service participants. If assigned Community Service hours as part of a sentencing, the participant would contact the Park Division for the work assignments. The participant is responsible for his or her own transportation to and from work. Park staff tracks work hours and provides supervision of the participant. The Park Supervisor provides the participant an orientation and a copy of City rules of the program. If the participant does not adhere to the rules of the program or is absent from the work site for 10 working days or more, their paperwork is returned to the local courts. The City provides no hourly compensation or insurance for these Community Service participants.

The Park Division also currently participates in the Community Corp work program offered through the San Joaquin County Sheriff's Department. Community Corp participants are scheduled through a central office of the Sheriff's Department. When a project is scheduled, participants are transported from the County facility directly to the work site. An Inmate Worksite Supervisor drives the bus to and from the County facility and provides work site supervision. It is the Inmate Worksite Supervisor's responsibility to supervise, direct and enforce program rules. The City does not provide transportation or supervision of

APPROVED: 
Blair King, City Manager

Community Corp work program participants. Based on a current contract with the San Joaquin County Sheriff's Department, the City is charged a flat fee of \$300 per day for a Community Corp crew, including the Supervisor with transportation.

The Alternative Work Program, on the other hand, is a voluntary and self-supporting program through the San Joaquin County Sheriff's Department. Participants pay an administrative fee for the privilege of participating. All persons sentenced to County jail are considered for release programs. The person must volunteer for the program and are evaluated according to certain criteria in order to be accepted. City staff has been in communication with the Alternative Work Program Supervisor, Sgt. Chris Stevens, in an effort to produce a Request for Work Crew Persons agreement. The City Attorney, City Risk Manager, and the Parks and Recreation Department have reviewed this document thoroughly. The program has been discussed at a number of Parks and Recreation Commission meetings. The Parks and Recreation Commission in its entirety is in favor of the program and recommends that the City Council approve this agreement.

Sgt. Chris Stevens will provide the Park Division staff two training opportunities. Later this month the Sheriff's Department is offering "Site Supervisor Boot Camp" to all work site personnel, and Sgt. Stevens will provide custom training for the balance of Park personnel.

The City of Lodi will be responsible for providing Alternative Work Program participants work site assignments, site supervision and workers compensation insurance coverage.


City staff is in the process of evaluating options with the assistance of Sgt. Chris Stevens and will be prepared to answer questions the Council may have on these options.

FISCAL IMPACT:

Other than providing staff time for on site supervision, the City would not experience any fiscal impact unless a participant would file a workers compensation claim. City of Lodi Risk Manager, Kirk Evans, has recommended that if claims exceed \$10,000 in any one fiscal year we re-evaluate our position with the program.

FUNDING AVAILABLE:

None required


Tony C. Goehring
Parks and Recreation Director

Prepared by: Steve Dutra, Park Superintendent

TCG/SD:tl

cc: City Attorney
Park Superintendent
Risk Manager



SAN JOAQUIN COUNTY SHERIFF
Custody Division
Alternative Work Program
7000 Michael N. Canlis Boulevard
French Camp, CA 95231

K-5

Request For Work Crew Persons
(Please Type or Print)

ORGANIZATION: **CITY OF LODI PARKS DEPARTMENT** REPRESENTATIVE: **STEVE DUTRA**

MAILING ADDRESS: **125 North Stockton St, Lodi, CA 95240** SUPERVISOR: _____

TELEPHONE: **(209) 333-6742** FAX: **(209) 333-6153**

WORK SITE ADDRESS OR GEOGRAPHICAL LOCATION: **CITY OF LODI PARKS AND PUBLIC AREAS**

TYPE OF WORK TO BE DONE: **GROUNDS MAINTENANCE**

DAYS WORKERS NEEDED: **Monday through Friday** HOURS: **0600-1430 summer, 0700-1530 winter**

REPORT TO WORK TIME: **0545 summer, 0645 winter** APPROXIMATE NUMBER OF WORKERS: **8**

RESTRICTIONS ON WORKERS: **No persons convicted of any sex offenses. No persons convicted of any weapons crimes in the last two years. No persons convicted of drug offenses (H&S 11000 series) in the last ten years. No persons convicted of child or spousal abuse, crimes of violence or worker's compensation fraud.**

In submitting this request for work crew persons, it is hereby agreed the following rules will be complied with prior to utilizing Workers:

1. Advise any labor union or employee association providing services to your agency of your participation in the Alternative Work Program.
2. Provide tools and any specialized clothing, equipment, or safety items that would be required to perform the duties under Cal-OSHA regulations.
3. Provide adequate supervision for those performing the work to include the bookkeeping-attendance required to document the hours and type of work performed and reveal to and answer questions concerning the workers attendance to the San Joaquin County Sheriff Dept. Field Investigators when requested.
4. Provide worker's compensation and employer's liability coverage for each work crew person during the entire course of their work for the requesting agency.

By the signing of this agreement the requesting agency agrees that it shall indemnify and hold the County of San Joaquin free and harmless from any injury to work crew person which injuries are a result of and/or incidental to the work, service, and activities performed by the work crew person for the requesting agency as well as indemnifying and holding said County free and harmless from an injury or damage which a work crew person may cause to a third party as a result of and/or incidental to a third party as a result of and/or incidental to the work, services, and activities performed by the work crew person for the requesting agency, except to the extent such injury or injuries arise out of or relate to the negligence, willful misconduct or breach of contract of County.

The requesting agency shall, at no cost to the County, defend the County from any claim whatsoever regarding injuries or damage to work crew person or damages to third parties as above specified.

The requesting agency shall not be obligated for any injury and/or damage occasioned by the sole and exclusive negligence of said County and or for the portion of active negligence attributable to said County.

DATE

AUTHORIZED SIGNATURE

TITLE

DATE

WITNESS SIGNATURE

TITLE

DATE

SHERIFF'S OFFICE REPRESENTATIVE

Approved as to form

TITLE

City Attorney